

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

MACHILLE D. SACK
1217 Piney Breeze Lane
Westminster Maryland 21157
Plaintiff

*

*

* **CASE No.**

vs.

* **CIVIL COMPLAINT**

FRACASSI MAHDAVI SISSMAN & RAND, LLP *
600 Jefferson Plaza, Suite 308
Rockville, Maryland, 20852
Defendant

JURY TRIAL DEMAND

*

* * * * *

COMPLAINT AND JURY DEMAND

COMES NOW Machille D. Sack, the Plaintiff herein, by her undersigned counsel, David E. Bokeno, Esq., complaining of Defendant, and complains as follows:

INTRODUCTION

1. Plaintiff, Machille D. Sack (hereinafter "Plaintiff"), is an individual consumer and brings this action for actual and statutory damages and other relief against Defendant for violations of the Fair Debt Collections Practices Act, 15 U.S.C. 1692 *et seq.* ("FDCPA"), which prohibits debt collectors from engaging in abusive, deceptive and unfair practices.

JURISDICTION

2. Jurisdiction of this court arises under 15 U.S.C 1692k(d) and 28 U.S.C. 1337.
3. Venue in this District is proper in that the Defendant transacts business here and the conduct complained of occurred here.

PARTIES

4. Plaintiff, Machille D. Sack, is an adult individual and citizen of the State of Maryland, residing at 1217 Piney Breeze Lane, Westminster Maryland 21157.
5. Defendant, Fracassi Mahdavi Sissman & Rand, LLP, at all times relevant hereto, is engaged in the business of collecting debts within the State of Maryland. Defendant's principal place of business is 600 Jefferson Plaza, Suite 308, Rockville, Maryland, 20852.

6. Defendant is engaged in the collection of debts from consumers using instrumentalities of interstate commerce and the mail. Defendant regularly attempts to collect consumer debts alleged to be due to another. Defendant is a "debt collector" as defined by the FDCPA, 15 U.S.C. 1692a(6).

FACTUAL ALLEGATIONS

7. On December 5, 2007 Defendant filed a complaint for breach of contract against Plaintiff in the District Court of Maryland for Montgomery County and served the complaint on Plaintiff on April 3, 2008.

8. Plaintiff did not and does not reside in Montgomery County, Maryland. Nor was the contract signed in Montgomery County, Maryland. Nor did Plaintiff conduct business in Montgomery County Maryland. Rather Plaintiff resides in Carroll County Maryland and signed the contract in Carroll County Maryland.

9. On August 20, 2008 Plaintiff, through counsel, moved to dismiss said complaint on the ground of improper venue and on August 22, 2008 Defendant opposed said motion on the grounds that it was untimely.

10. On August 27, 2008 the District Court of Maryland for Montgomery County denied Plaintiff's motion to dismiss on the grounds that the motion was "moot" and entered judgment in favor of the Defendant herein as a penalty for Plaintiff's failure to comply with a previous order compelling Plaintiff to answer interrogatories.

11. On September 8, 2008 Plaintiff filed a timely motion for reconsideration which Defendant opposed on September 11, 2008.

12. On September 25, 2008 Plaintiff appealed the judgment to the Circuit Court for Montgomery County, Maryland and on December 4, 2008 the Circuit Court for Montgomery County, Maryland affirmed the judgment of the District Court of Maryland for Montgomery County.

13. On December 18, 2008 Defendant sought from the District Court of Maryland for Montgomery County a writ of garnishment of Plaintiff's bank accounts.

14. On January 9, 2009 the District Court of Maryland for Montgomery County issued said writ of garnishment.

15. On March 23, 2009 Defendant filed a lien against Plaintiff in the Circuit Court for Montgomery County Maryland.

16. Defendant's unfair and unlawful conduct has caused Plaintiff to suffer great financial hardship, personal anxiety and family strains.

COUNT I

FDCPA VIOLATIONS

17. The above paragraphs are hereby incorporated herein by reference.

18. Defendant violated 15 U.S.C. 1692i in that Defendant sued Plaintiff in a venue in which Plaintiff neither signed the contract sued upon nor resided at the commencement of the action.

19. As a result of the foregoing violations of the FDCPA, Defendant is liable to Plaintiff for a declaratory judgment that Defendant's conduct violated the FDCPA, actual damages, statutory damages, attorney's fees and costs and other appropriate relief.

WHEREFORE, Plaintiff respectfully requests that this court enter judgment in her favor and against Defendant and Order the following relief:

- a. Declaratory judgment that the Defendant's conduct violated the FDCPA;
- b. Actual damages;
- c. Statutory damages pursuant to 15 USC 1692k;
- d. Reasonable attorney's fees and costs of suit pursuant to 15 USC 1692k; and
- e. Such additional and further relief as may be appropriate or that the interests of justice require.

JURY DEMAND

Plaintiff hereby demands a jury trial as to all issues herein.

Respectfully submitted,

_____/s/_____

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Date: 8/20/09